

Bradfordville Settlement Agreements Matrix*

Party	Settlement Condition (condition number)	Status
Bradfordville Phipps (B/P)		
	(4) Dismiss appeal pending in the First DCA, allowing the trial court's order in the Second Judicial Circuit to become final and non appealable.	Case over. Condition met.
	(8) Defend the Summary Judgement entered against third parties by the Circuit Court pending before the First DCA.	First DCA rendered decision in favor of Leon County, affirming the lower court's decision. Condition met.
	(10) If a variance is granted as specified in condition (17) allow up to 55% impervious in Phase B, and use Phase B for any of the zoning combinations specified in BC-1. The stormwater requirements are specified in this settlement agreement condition for Phase B, and the stormwater permits previously issued for Phase A will govern the stormwater management on these parcels.	No variance request received.
	(11) B/P will, within six months of the agreement, submit to the County an application for construction of a spray irrigation system to be installed on "Public Property." Within six months of the County's approval of the application B/P will install the system. The County will operate the system as it deems necessary or desirable.	Agreement not in effect until variance acted on as specified in condition 17.
	(12) B/P will gift and convey to Leon County by special warranty deed the "Public Property." B/P in the permitting of the property can use the "Public Property" in computing their impervious and green space requirements.	Agreement not in effect until variance acted on as specified in condition 17.

*Settlement condition language has been paraphrased. Settlement conditions that acknowledged support and did not require a specific action have been excluded from the matrix.

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Party	Settlement Condition (condition number)	Status
B/P continued	(14) The County has the right to improve the granted bicycle/pedestrian easement, but will take reasonable action to enforce the provisions of the easement limitations.	Agreement not in effect until variance acted on as specified in condition 17.
	(15) Allow B/P to relocate Ayavalla Drive as specified in this condition.	Agreement not in effect until variance acted on as specified in condition 17.
	(17) Acknowledge that B/P desires to construct a single structure on the northern portion of the site, which may exceed code parameters, but agree the B/P has the right to apply for a variance and that the application will be expeditiously processed, and given a full and impartial hearing. If the variance is not granted and becomes final and non appealable that the settlement agreement will become null and void.	No variance request received.
	(18) Controlling provisions notwithstanding any other provisions of the Agreement, that neither party will dismiss any pending litigation; that the effective date of the agreement will be the day after the variance in paragraph 17 becomes final and non appealable; that the conveyance of "Public Property" and the granting of easements will not be made until the effective date.	No variance request received.
	(20) In conjunction with B/P defend any contest of variances or approvals granted to B/P in relation to the referenced property.	No variance request received.
	(22) Diligently pursue the prompt resolution of Case No. 98-6337.	LMARA dismissed itself from the case; however, the case is still pending with plaintiffs, Lake Carolyn Estates Homeowners' Association and Killearn Lakes Homeowners' Association.

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Killearn Lakes Homeowners' Association (KLHA)		
	(3) Ensure that the stormwater standards in 00-30 and 00-31 for facilities constructed after 7-20-00 that drain into the Killearn Lakes DRI meet the required standards.	Permitting review procedures implemented.
	(4a) Do not issue any development orders for new developments that have required SWF's that do not meet 00-31.	None issued.
	(4b) Oppose any existing or new stormwater management permit that seeks a variance from the stormwater requirements of 00-31 in areas that drain into Killearn Lakes.	No variances have been sought.
	(6a) If the Lauder tract is sold, ensure agreed upon deed restriction will be put in place ("vista shed" agreement, no towers, etc.).	Property currently under County ownership. Close out has not occurred.
	(6b) If the Lauder Property is transferred, ensure agreed upon densities and land uses are adhered to.	Property currently under County ownership. Close out has not occurred.
	(8) Consider at a Public Hearing the final peer review report of Phase II stormwater study within 30 days of receiving the final report.	Report accepted at Public Hearing on February 18, 2003.
	(9) Incorporate agreement into court order for case, and agree that the Court retains jurisdiction to enforce the provisions of the agreement.	Complete.
	(10) Pay the association \$94,000.	Complete.

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Lake McBride Area Residents' Association (LMARA)		
	(1) Design all public SWF's for subsequent development pursuant to ERD standard as defined in ordinance 00-31.	No current public facilities are under design.
	<p>(2) Contract with ERD or other agreed upon professional within 30 days to:</p> <ul style="list-style-type: none"> • Develop a monitoring plan to ensure new development is meeting the standards of 00-31. • Perform a peer review and analysis to determine if existing land development patterns and proposed development when using pond # 4 will meet 00-31 requirements. • Determine if 00-31 standards will not be met, and recommend a plan to Leon County to correct the deficiencies. • Develop an emergency plan should pond # 4 and other McBride SWF's fail to meet 00-31. • Provide the President of the LMARA reasonable access to contracted professional and documents. 	At the January 28, 2003 meeting, the Board approved the waiver of the Request for Proposal (RFP) process requirement and authorized the Chairman to execute the agreement with Environmental Research & Design, Inc., for \$18,628.40, and authorized the County Attorney to modify/work out an agreeable scope of services.

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(LMARA) continued	(3) Provide quarterly water quality monitoring reports of Lake McBride, and do monthly testing. Make records available to the public.	Required monitoring being performed by McGlynn Laboratories as of 10-23-01. Annual report submitted for 01/02 contract in December 2002. Next quarterly report is due March 2003.
	(4) Retrofit subsequently permitted ponds that do not meet standards as determined by ERD.	Item will be addressed after the completion of the ERD study.
	(5) Implement the Emergency Plan if needed.	Emergency Plan to be determined after course of study outlined in condition 2.
	(6) Pay LMARA \$48,000.	Complete.
	(7) Conduct a study to determine the cause of an algae bloom on the southeast area of Lake McBride, or provide the results of a completed study to the LMARA.	Preliminary findings show the bloom was naturally occurring, and was not negatively affecting the lake. Waiting on final report from McGlynn Laboratories.
	(8) If the Lauder tract is sold, ensure agreed upon deed restriction will be put in place ("vista shed" agreement, no towers, etc.).	Property currently under County ownership. Close out has not occurred.
	(9) If the Lauder Property is transferred, ensure agreed upon densities and land uses are adhered to.	Property currently under County ownership. Close out has not occurred.
	(12) Dismiss case against Leon County with prejudice, and Leon County will not seek reimbursement of costs.	Complete.